

ESTTA Tracking number: **ESTTA1131615**

Filing date: **05/05/2021**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91246962
Party	Plaintiff Richard Starkey aka Ringo Starr
Correspondence Address	MICHAEL J SALTZ JACOBSON RUSSELL SALTZ NASSIM & DE LA TORRE LLP 1880 CENTURY PARK EAST SUITE 900 LOS ANGELES, CA 90067 UNITED STATES Primary Email: msaltz@jrsnd.com Secondary Email(s): sunny@jrsnd.com, claudia@jrsnd.com, lani@jrsnd.com, lnetters@jrsnd.com, efakhoury@jrsnd.com 310-446-9900
Submission	Other Motions/Submissions
Filer's Name	Michael J. Saltz
Filer's email	msaltz@jrsnd.com, lani@jrsnd.com
Signature	/s/ Michael J. Saltz
Date	05/05/2021
Attachments	2302-003 Joint Stipulation to Dismiss.2021-05-05.pdf(1572111 bytes) 2302-001 Certificate of Service Stip to Dismiss.pdf(77515 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

RICHARD STARKEY a/k/a)	Opposition No.: 91246962
RINGO STARR,)	
)	
Opposer,)	
)	
vs.)	Mark: RING O
)	
PACIFIC COAST HOLDINGS)	
IP, LLC,)	Application Serial Number: 87/792,537
)	
Applicant.)	
_____)	

JOINT STIPULATION TO DISMISS OPPOSITION

Applicant Pacific Coast Holdings IP, LLC (hereinafter “Pacific Coast Holdings” or “Applicant”) and Opposer Richard Starkey a/k/a Ringo Starr (hereinafter “Starkey” or “Opposer”), by and through their attorneys of record, hereby jointly stipulate as follows:

1. On May 4, 2021, Applicant, Opposer, and third-party Momentum Management, LLC entered into an agreement entitled Coexistence Agreement Between Sir Richard Starkey MBE and Pacific Coast Holdings IP, LLC and Momentum Management, LLC (the “Coexistence Agreement”). A true and correct copy of the “Coexistence Agreement” is attached hereto as Exhibit “1.”
2. Under the terms of the Coexistence Agreement, Opposer agrees to dismiss his Opposition to Applicant’s application (serial number 87792537) with the United States Patent and Trademark Office of Pacific’s RING O application (“Opposition”).
3. Opposer also consents to Applicant’s use of RING O as a registered mark under certain terms and conditions, as specified in the Coexistence Agreement.

4. Given the Coexistence Agreement, Applicant and Opposer jointly stipulate to the dismissal of the Opposition.

IT IS SO STIPULATED.

Respectfully submitted:

GESSIN LTD

Dated: May 5, 2021

/s/ JESSE GESSIN

Jesse Gessin
806 E. Avenida Pico, Suite I-291
San Clemente, CA 92673
Attorneys for Applicant
Pacific Coast Holdings IP, LLC

**JACOBSON, RUSSELL, SALTZ, NASSIM &
DE LA TORRE LLP**

Dated: May 5, 2021

/s/ Michael J. Saltz

Michael J. Saltz
Sunny Nassim
Elana R. Levine
1880 Century Park East, Suite 900
Los Angeles, CA 90067
Attorneys for Opposer
Richard Starkey

EXHIBIT “1”

May 4, 2021

GESSIN
TRIAL COUNSEL

VIA EMAIL

Re: Coexistence Agreement Between Sir
Richard Starkey MBE and Pacific Coast
Holdings IP, LLC and Momentum
Management, LLC



Jessa@Gessin.Ltd



Gessin.Ltd

Michael J. Saltz
Jacobson Russell Saltz Nassim & de La Torre LLP
1880 Century Park East, Suite 900
Los Angeles, Ca 90067
msaltz@jrsnd.com

Dear Mr. Saltz,

1. This Agreement supersedes the agreement between Sir Richard Starkey MBE ("Starkey") and Momentum Management, LLC ("Momentum") dated September 12, 2008.
2. Starkey agrees to dismiss his Opposition to Pacific Coast Holdings IP, LLC's ("Pacific") application (serial number 87792537) with the United States Patent and Trademark Office of Pacific's RING O application, in the form attached hereto as Exhibit A (the "Registration").
3. Starkey consents to Momentum's use of RING O, as a registered mark, so long as Momentum uses RING O only in connection with adult sexual aids and desensitizing sprays, and so long as there is a separation between the word "RING" and the letter "O," as recognized in the Registration, in all of Momentum's uses of the mark that is the subject of this Agreement.
4. Momentum agrees to avoid any activity likely to lead to confusion between its RING O mark and Starkey's RINGO and RINGO STARR marks. Specifically, Momentum shall not use the RING O mark in any manner that would:
 - a. Reasonably be expected to materially degrade, tarnish or deprecate or disparage the RINGO and RINGO STARR marks or Starkey's public image in society or standing in the community, or prejudice Starkey;
 - b. Include any signs, words, images, references, or innuendo associating Momentum's products with Starkey and/or The Beatles; or


- c. Lead the public to mistakenly believe that Starkey sponsors, approves, owns, or has licensed the RING O name and mark, or is otherwise associated with, or related to, the products manufactured and sold by Momentum under the RING O mark.
5. Subject to Pacific's and Momentum's compliance with Paragraphs 3 and 4 above, Starkey agrees not to interfere with, contest, aid in contesting, or take any action against Momentum's use of the RING O mark.
6. Starkey agrees not to use or register his RINGO and RINGO STARR marks in connection with adult sexual aids and desensitizing sprays. Momentum agrees not to use or register any mark(s) containing or comprising the word "RINGO" as a single word without a separation between the word "RING" and the letter "O," as identified in the Registration, for any purpose.
7. Momentum acknowledges Starkey's ownership of the RINGO and RINGO STARR marks and stage names, and agrees not to contest, aid in contesting or take any action which will adversely affect the validity, registration or use of Starkey's trademarks, service marks and trade names for RINGO and RINGO STARR, subject to Starkey's compliance with Paragraph 6 above.
8. The parties agree that if Momentum restricts its use of the RING O mark in compliance with the provisions set forth above, no likelihood of public or consumer confusion should occur. However, in the event that such public or consumer confusion does arise, the parties agree to cooperate with one another to eliminate or minimize any such confusion and to use diligent efforts to avoid activity that leads, or is reasonably likely to lead, to a likelihood of confusion among the relevant consumers.
9. In the event either party abandons use of its respective marks, this Agreement shall automatically terminate. For the purpose of this paragraph, "abandons" shall be construed as defined in the Lanham Act, meaning that use of the mark has been "discontinued with intent not to resume such use."
10. This is the entire agreement between the parties and can be modified or amended only in a writing executed by both parties.
11. This Agreement shall be governed by and construed under the laws of the State of California of the United States of America, without regard to choice of law principles. The Parties agree that any dispute, controversy or claim arising out of or in connection with this Agreement shall be resolved by a court of competent jurisdiction in Los Angeles County, California, and each Party irrevocably waives any objection thereto, based on *forum non conveniens* or otherwise.

12. Each of the Parties warrants that, in executing this Agreement, it does so freely, knowingly and voluntarily and with the advice or its counsel. Each Party acknowledges that it has had the opportunity to review, and to contribute to the language and terms of this Agreement, and that the terms of this Agreement have been jointly negotiated at arm's length between parties knowledgeable in the matters herein. Accordingly, any rule of law, including but not limited to the California Civil Code Section 1654 or any other statutes, legal decisions or common law principles of similar effect, which would require the interpretation of any ambiguities in this Agreement against the party who drafted the pertinent language, shall not be applied and is hereby expressly waived.
13. This Agreement is binding on and inures to the benefit of the Parties and their respective representatives, parent entities, subsidiaries, affiliates, divisions, heirs, administrators, predecessors, successors and assigns, each of whom shall be entitled to the benefit of and to enforce its provisions.
14. This Agreement may be executed in one or more counterparts, by manual or facsimile signature, each of which shall be deemed to be an original, but together shall constitute one and the same instrument.

READ AND AGREED TO:


Momentum Management, LLC

Dated: May 4, 2021


By: 
Justin Ross (May 4, 2021 10:48 PDT)
Its: President and CEO

Pacific Coast Holdings IP, LLC

Dated: May 4, 2021

By: 
Justin Ross (May 4, 2021 10:48 PDT)
Its: President and CEO

Sir Richard Starkey MBE

Dated: , 2021

By: 
Sir Richard Starkey MBE aka Ringo Starr

EXHIBIT “A”

Trademark/Service Mark Application, Principal Register

Serial Number: 87792537

Filing Date: 02/09/2018

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	87792537
MARK INFORMATION	
*MARK	RING O
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	RING O
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	PACIFIC COAST HOLDINGS IP, LLC
*STREET	1206 W. Jon Street
*CITY	Torrance
*STATE (Required for U.S. applicants)	California
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)	90502
LEGAL ENTITY INFORMATION	
TYPE	limited liability company
STATE/COUNTRY WHERE LEGALLY ORGANIZED	California
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	010
*IDENTIFICATION	ADULT SEXUAL AIDS, NAMELY, RUBBER RINGS FOR THE PENIS; VIBRATING RUBBER RINGS FOR THE PENIS; CONDOMS
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 07/00/2008
FIRST USE IN COMMERCE DATE	At least as early as 07/00/2008
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT\17\IMAGEOUT\17\877\925\87792537.xml\1\ RFA0003.JPG
SPECIMEN DESCRIPTION	the packaging

ATTORNEY INFORMATION	
NAME	Thomas I. Rozsa
ATTORNEY DOCKET NUMBER	50120.278
FIRM NAME	ROZSA LAW GROUP LC
STREET	18757 BURBANK BOULEVARD, SUITE 220
CITY	TARZANA
STATE	California
COUNTRY	United States
ZIP/POSTAL CODE	91356-3346
PHONE	818-783-0990
FAX	818-783-0992
EMAIL ADDRESS	amy@rozsalaw.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Zsafia Nemeth
CORRESPONDENCE INFORMATION	
NAME	Thomas I. Rozsa
FIRM NAME	ROZSA LAW GROUP LC
STREET	18757 BURBANK BOULEVARD, SUITE 220
CITY	TARZANA
STATE	California
COUNTRY	United States
ZIP/POSTAL CODE	91356-3346
PHONE	818-783-0990
FAX	818-783-0992
*EMAIL ADDRESS	amy@rozsalaw.com; zsofi@rozsalaw.com; counsel@rozsalaw.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
APPLICATION FILING OPTION	TEAS RF
NUMBER OF CLASSES	1
APPLICATION FOR REGISTRATION PER CLASS	275
*TOTAL FEE DUE	275
*TOTAL FEE PAID	275
SIGNATURE INFORMATION	
SIGNATURE	/Justin Ross/
SIGNATORY'S NAME	Justin Ross
SIGNATORY'S POSITION	Managing Member
DATE SIGNED	02/09/2018

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the matter of: Opposition No. 91246962

For the mark: “RING O” in Class 10

RICHARD STARKEY aka RINGO STARR,

Opposer,

vs.

PACIFIC COAST HOLDINGS IP LLC,

Applicant.

Opposition No. 91246962

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the enclosed:

JOINT STIPULATION TO DISMISS OPPOSITION

was served on Jesse Gessin, Attorney for Applicant, on May 5, 2021 via email, addressed as follows:

Jesse Gessin

GESSIN LTD

806 E Avenida Pico

Suite 1 MB-291

San Clemente, CA 92673

United States

Primary Email: Jesse@Gessin.Ltd

Secondary Email(s): sheila@mojtehedi.com, zsofi@rozsawalaw.com

Dated: LOS ANGELES, CA

May 5, 2021

/s/ Elana R. Levine

Elana R. Levine